

**AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2004, by and between the **County of Lancaster, Nebraska** ("County"), the **City of Lincoln, Nebraska** ("City"), and the **United Way of Lincoln and Lancaster County** ("United Way"), (collectively referred to as "the parties"), for the purpose of defining the parties' participation in the funding of the implementation of the Community-Based Human Services Needs Assessment and Comprehensive Plan.

**WHEREAS**, NEB.REV.STAT. § 13-801 *et seq.* (Reissue 1997) permits units of local government in the State of Nebraska to cooperate with one another for the purpose of jointly exercising governmental authority and responsibilities they share in common; and

**WHEREAS**, the County previously entered into a contract with the University of Nebraska Public Policy Center ("Public Policy Center"), for the purpose of implementing the Community-Based Human Services Needs Assessment (Needs Assessment). A copy of said contract is attached hereto and incorporated herein by this reference; and

**WHEREAS**, the City and the United Way will utilize the Implementation Plan in determining how to best meet the human services needs of the City of Lincoln and Lancaster County communities; and

**WHEREAS**, the parties desire to participate as equal partners in funding the Needs Assessment and Comprehensive Plan; and

**WHEREAS**, the County's extended contract with the Public Policy Center, will fund the Implementation Plan from July 1, 2004 to December 31, 2004; and

**WHEREAS**, the contract with the Public Policy Center requires payment from the County in an amount not to exceed Forty Seven Thousand Five Hundred Dollars and No Cents (\$47,500). This contract is for six (6) months from July 1, 2004 to December 31, 2004.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, it is agreed by and between the parties as follows:

- 1. Payment and Funding of Implementation Planning for 2005:** Upon accepted reports and all Community Service Initiatives information to the Human Services office by December 31, 2004, the County shall pay Forty Seven Thousand Five Hundred Dollars and No Cents (\$47,500), to the Public Policy Center. The City, County, and United Way shall each contribute 1/3 of the total contract fee. Each party's funding shall not exceed the following:

County: Fifteen Thousand Eight Hundred Thirty-Three Dollars and No Cents (\$15,833)  
City: Fifteen Thousand Eight Hundred Thirty-Three Dollars and No Cents (\$15,833)  
United Way: Fifteen Thousand Eight Hundred Thirty-Four Dollars and No Cents (\$15,834)

The City and United Way shall reimburse the County for their portion as requested.

2. **Additional Funding:** Pursuant to the County's contract with the Public Policy Center, payment to the Public Policy Center for its services may exceed the amounts stated in its contract only upon prior written authorization from the Lancaster County Board of Commissioners. The United Way and the City will not be responsible for any additional costs authorized by the County unless they have agreed to such increases in writing. Such additional costs that are agreed upon by all parties shall be divided equally among the County, City and United Way, unless otherwise agreed by the parties.

**EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Lancaster County, Nebraska.**

ATTEST:

THE BOARD OF COUNTY  
COMMISSIONERS OF LANCASTER  
COUNTY, NEBRASKA

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
County Board Chairperson

APPROVED AS TO FORM this  
\_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
For GARY E. LACEY  
County Attorney

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by the City of Lincoln, Nebraska.

ATTEST:

BY THE MAYOR

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Coleen Seng


APPROVED AS TO FORM this

4<sup>th</sup> day of January, 2004.

  
\_\_\_\_\_  
City Attorney

EXECUTED this 2nd day of November 2004, by United Way of Lincoln and Lancaster County.

UNITED WAY OF LINCOLN AND  
LANCASTER COUNTY

  
\_\_\_\_\_

Original Contract to: Contractor  
Lancaster County Clerk - Public File  
Department/Division

C-04-0588

**FILED**

NOV 22 2004

LANCASTER COUNTY CLERK

CONTRACT DOCUMENTS

**LANCASTER COUNTY**  
**NEBRASKA**

**FOR**

**COMMUNITY-BASED HUMAN SERVICES**  
**NEEDS ASSESSMENT IMPLEMENTATION**  
**SPECIFICATION #98-080**

**July 1, 2004 to December 31, 2004**

**CONTRACTOR:** **Board of Regents**  
**University of Nebraska**  
**Public Policy Center**

## CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, executed in triplicate, between Lancaster County, Nebraska, hereinafter called the County, and **Board of Regents, University of Nebraska, University of Nebraska Public Policy Center**, hereinafter called the Contractor.

WITNESSETH: That in consideration of the mutual covenants herein contained, the County hereby agrees to employ the Contractor to perform consulting services hereinafter outlined in the connection with **Specification #98-080, Human Services Needs Assessment and Comprehensive Plan Implementation, which is on file at the Lancaster County Clerk's Office under County #98-2975 and is incorporated by this reference.** This contract is pursuant to an Inter-local agreement between the United Way of Lincoln and Lancaster County, The City of Lincoln, and County of Lancaster,

### **SECTION I – SCOPE OF SERVICES**

#### **1. MAINTAIN/DEVELOP INFRASTRUCTURE**

##### **1.1 ORGANIZATIONAL DEVELOPMENT**

- 1.1.1. Maintain core staffing needs
- 1.1.2. Maintain communication and activity with the Steering Committee
- 1.1.3. Maintain the activity of the Community Coalitions
- 1.1.4. Develop and maintain Public Policy Center's web site
- 1.1.5. Develop and maintain changes in the structural design

##### **1.2. PROVIDE TECHNICAL ASSISTANCE**

- 1.2.1. To develop data collection process and analysis
- 1.2.2. To assist in collaboration with other planning efforts within Lancaster County

##### **1.3. ASSIST IN ADDITIONAL FUND RAISING OPPORTUNITIES**

- 1.3.1. To convene a funders committee and outline a plan for additional funding
- 1.3.2. To use any available University resources to identify potential funding
- 1.3.3. To assist the funding committee in writing and submitting proposals

- 2. Supplemental services may be negotiated, as requested by the County.

## **SECTION II – COMPENSATION**

For the services covered by this Contact, the County agrees to pay the Contractor as follows:

- A. For a **completed and updated twelve-month plan of implementation** of the Comprehensive Human Services Needs Assessment activities (July 1, 2004 - December 31, 2004), the maximum amount to be paid shall not exceed **Forty Seven Thousand Five Hundred Dollars and No Cents (\$47,500)**, unless prior authorization is given by the Lancaster County Board of Commissioners.
- B. For the **completed and updated six-month plan of implementation**, the County shall only be responsible for payment of services rendered. The County shall not make payments to the Contractor in advance of services being provided to the County. Any requests for payment by the Contractor will require written documentation of completed services and will be reviewed and approved by the City-County Human Services Director, prior to payment being processed.
- C. It is understood that the County Board intends to authorize the Consultant to perform the work herein. Description of the services to be performed is listed in Section I of this contract. If the County chooses not continue with the project, it is understood that the County will pay only for the fees associated with the tasks authorized and performed by the Consultant to the satisfaction of the County Board.
- D. Complete payment to the Consultant shall be made within 30 days after acceptance of invoiced amounts by the County, unless billed amount is disputed by the County.

## **SECTION III – COUNTY'S RESPONSIBILITIES**

The County will furnish, as required for the work and not at the expense of the Consultant, the following items:

- A. Documents and supportive data and the 1997-98 community review of available raw data.
- B. All public records, public audits, annual reports, and other data that are available in the files of the County and which may be useful in the work involved under this contract.
- C. Office desk space for the Consultant's personnel during preliminary investigations as available at the County/City facilities (no rental space will be secured).

#### **SECTION IV — OTHER MATTERS**

It is mutually understood and agreed:

- A. The County shall have the right to terminate this contract upon thirty (30) days written notice to the Consultant, if the Consultant:
  - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide a complete twelve-month plan of implementation.
  - 2. Disregards laws, ordinances, or regulations or orders of public authority having jurisdiction over the Contract.
  - 3. Otherwise commits a substantial breach of any provision of the Contract Documents.
- B. Twenty (20) days after the receipt of such notice, this contract shall automatically terminate without further obligation of the parties, except the Consultant shall be paid on the basis of percentage of completion of the work performed hereunder. The County may, at its sole discretion, contract for provision of the services required to complete this contract and hold the Consultant liable for all expenses incurred in such additional contract over and above the total cost of performance set forth in this contract.
- C. That a change in scope of work shall be accompanied by a corresponding adjustment in the compensation to be paid hereunder, which adjustment shall be mutually agreed upon between the parties hereto and evidenced in writing prior to the implementation of such change in scope.
- D. That the City-County Human Services Director will act as the County's authorized representative for this project, who will have direct and responsible charge of the project. All changes in scope, plans, interpretation of specifications and other matters requiring decisions on the part of the County will be by mutual agreement of the parties, evidenced by a written amendment to this agreement.
- E. That the Implementation Plan produced shall become the property of the Human Service Planning Council, as soon as payment for the same has been completed. The Consultant may retain copies of all information for their records and use. It is mutually agreed that these documents are to be used by the County solely in connection with this project. In the event the County elects to use portions of, or all of the information contained in the documents prepared for this project, for any purpose other than the specific purpose for which they were prepared, the County agrees to hold harmless and

indemnify the Consultant for and against any and all liability, including cost of defense, in any manner whatsoever arising out of the utilization of such information.

- F. The parties agree that the duties and obligations outlined herein shall not be sublet, assigned or transferred without prior written approval of the County which shall be evidenced by a written amendment to this agreement. Any amendments with regard to assignment shall bind the successors or assigns.
- G. In relationship with the County, the status of Consultant including Consultant's agents and employees, under or by virtue of the terms of this contract is that of the independent contractor.
- H. The Consultant shall comply with all Federal, State and local laws and County ordinance applicable to the work.
- I. That neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment, because of his/her race, color, religion, sex, disability, national origin, or receipt of public assistance, pursuant to requirements of Section 48-1122, Nebraska Reissue Revised Statutes, Reissue 1974 and Section 11.08.180 of the Lincoln Municipal Code.
- J. The Contractor warrants that it will be in compliance with state and federal laws and regulations regarding medical records and any privacy issues. The Contractor also warrants that it will be in compliance with the HIPAA regulations as it relates to the services of the Contractor.
- K. The Contractor, to the fullest extent of the law, shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, demands, suits, actions, payments, liability, judgments, and expenses (including court-ordered attorney's fees) arising out of or resulting from the Contractor's performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or to injury to or destruction of tangible property other than goods furnished under this contract, including any resulting loss of use resulting therefrom; and is caused in whole or part by any negligent act or omission of the Contractor, any other subcontractors, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable regardless of whether or not it is caused by a party indemnified hereunder.



## **SECTION V — INSURANCE REQUIREMENTS**

### **Workers' Compensation Insurance**

Contractor shall purchase and maintain during the term of this Agreement, Worker's Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

In the alternative, Contractor shall maintain sufficient funds in a self-insurance program approved by the Nebraska Workers' Compensation Court to cover any and all claims arising out of or resulting from its acts or its agents and employees in performance of this Agreement. Evidence of such self-insurance program shall be provided to Lancaster County prior to engaging in work provided for in this agreement.

### **General Liability Insurance**

Contractor shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by the Contractor or anyone directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence
Automotive Liability	\$1,000,000 Combined Single Limit

The Contractor shall not commence work under this Agreement until it has obtained all insurance or self insurance at the same levels required under this section and has provided the County with a Certificate of Insurance or evidence of self insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

In the alterative, Contractor shall maintain sufficient funds in a self-insurance program to cover any and all claims arising out of or resulting from its acts or its agents and employees in performance of this Agreement. Evidence of such self-insurance program shall be provided to Lancaster County prior to engaging in work provided for in this Agreement.

Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

Kristy Mundt  
Deputy County Attorney

BY: Ray A. Threng  
County Board Chairperson

Dated: November 30, 2004

Board of Regents, University of Nebraska  
Public Policy Center

By: Leo Braaten  
~~Associate Vice Chancellor Business & Finance~~  
Norman D. Braaten, Director, Pre-Award Dev.

Dated: 11/15/04

*City of Lincoln*  
*Lancaster County*

HUMAN SERVICES DEPARTMENT

555 South 9th Street Lincoln, Nebraska 68508  
E-mail kboesch@co.lancaster.ne.us



Telephone (402) 441-4944 Fax (402) 441-6805

December 2, 2004

Summary

Two and a half years ago the City, the County, and United Way entered into a cooperative agreement to each commit \$35,000 to fund human services planning implementation. At \$105,000 per year we contracted the UNL—Public Policy Center to do this implementation. The first two years went well. As the demands and foci of community planning changed the City, the County, and United Way have agreed we need to end the contract with the UNL—Public Policy Center and try a new approach. They have performed six months of what, would have been a 12 month contract, now ending December 30, 2004. In approving this contract, we will be able to pay UNL—Public Policy Center for services completed to date.

Six months, or one half of a \$105,000 contract would be \$52,500. This is for \$47,500. Reason—a fourth funder at the table was the Foundation for Lincoln Public Schools for \$10,000. The Foundation for Lincoln Public Schools was not there at the start and therefore sent their full \$10,000 to the UNL—Public Policy Center. In fairness, only half of that money should have been spent for these six months. Since "retrieving money" from the University of Nebraska is very difficult, all have agreed to simply make our contract \$47,500; thereby retaining \$5,000 for these next six months.

Respectfully,

Kit Boesch  
Human Services Administrator

KB/vdg